

**AMERICAN ARBITRATION ASSOCIATION  
EMPLOYMENT ARBITRATION TRIBUNAL**

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Case Number: 01-19-0004-4493

Bruce Zollars

-vs-

DST Systems, Inc.

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**FINAL AWARD OF ARBITRATOR**

THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, dated July 2016, having been duly sworn, and having considered the proofs of the parties, both testimonial and documentary, and the written and oral arguments of counsel presented at the Evidentiary Hearing which was held from March 15-19, 2021, with Claimant being represented by The Klamann Law Firm, Kapke & Willerth, LLC, White Graham Buckley & Carr, LLC, and Humphrey, Farrington & McClain PC, and Respondent being represented by Paul, Weiss, Rifkin, Wharton & Garrison LLP, and Shook Hardy & Bacon LLP, hereby AWARDS as follows:

The issues are found in favor of Claimant and against Respondent.

All of the attorneys on both sides of the issue are highly competent, intelligent, skillful and articulate. It was a pleasure watching and listening to them present their case and reading their filings. The Respondent's attorneys were burdened with omissions and failures to perform to ERISA requirements by The Advisory Committee. After listening to the parties' witnesses at the

Evidentiary Hearing, reviewing and analyzing the documents and briefs, and being fully advised in the premises, I award as follows:

Claimant is awarded the sum of \$34,735.00.

I have also given due consideration to the briefs and exhibits of the parties in regard to Claimant's attorney fee and expense reimbursement claim. Oral argument requested by Claimant's attorneys is not needed and that request is denied.

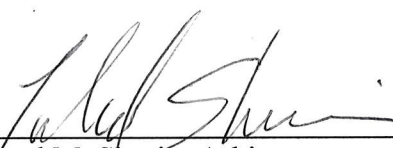
Claimant's counsel is awarded attorney fees in the sum of \$200,594.10 plus \$42,164.18 for group out-of-pocket expenses plus \$31,695.08 for expenses incurred solely in regard to Claimant Zollars, for a total attorney fee/expense reimbursement of \$274,453.36. Such award is subject to the maximum agreed to by Claimant's attorneys in their Application for Attorney Fees and Costs for the March 15-19, 2021 hearing.

The administrative fees and expenses of the American Arbitration Association totaling \$3,200.00, and the compensation and expenses of the Arbitrator totally \$32,864.00, shall be borne by the Respondent.

Unless otherwise agreed by the parties, the Award to Claimant Zollars, the attorney fee/expense reimbursement, and reimbursement of Claimant's pre-payment to the American Arbitration Association, shall be paid within 30 days of this Award without interest and shall accrue post-judgment interest in accordance with Missouri law thereafter.

This Award is in full settlement of all claims and counterclaims submitted in this Arbitration. All claims not expressly granted herein are hereby denied.

SO ORDERED this 27th day of May 2021

  
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Leland M. Shurin, Arbitrator



AMERICAN  
ARBITRATION  
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**AMERICAN ARBITRATION ASSOCIATION  
Employment Arbitration Tribunal**

In the Matter of the Arbitration between:

Case Number: 01-19-0004-4493

Bruce Zollars

-vs-

DST Systems, Inc.,

**DISPOSITION FOR APPLICATION OF MODIFICATION OF AWARD**

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the personnel manual or employment agreement entered into between the above-named parties and dated July 2016, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Award dated May 27, 2021, and Respondent having filed an application for modification dated June 25, 2021, and Claimant having stipulated to the modifications requested by Respondent in emails dated June 28, 2021 and June 30, 2021, do hereby, DECIDE, as follows:

The Award is reduced from \$34,735.00 to \$28,152.00 to reflect the settlement proceeds from the Ruane Settlement. Further, post-judgment interest shall accrue at the statutory rates provided in 28 USC 1961 rather than pursuant to Missouri law.

In all other respects my Award dated May 27, 2021, is reaffirmed and remains in full force and effect.

Leland M. Shurin

DATE: July 7, 2021

Optional:

I, Leland M Shurin, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.

July 7, 2021

Date

Leland M Shurin